

ORIGINAL

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6 In Pro Se  
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8 DEC 17 2008  
9 JAMES BONINI, CLERK  
10 DAYTON, OHIO

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO

3 : 08 cv 0466

11 TODD HARRISON,

12 Plaintiff, ) Case Number WALTER HERBERT RICE  
13 VS. ) MICHAEL R. MERZ  
14 ) COMPLAINT

15 ) FOR DAMAGES, DECLARATORY,  
16 ) INJUNCTIVE RELIEF; DEMAND  
17 ) FOR TRIAL BY JURY  
18 )  
19 )  
20 )  
21 )  
22 )  
23 )  
24 )  
25 )

Does 1 through 50.

Defendants.

I. INTRODUCTION

1. This action seeks damages, monetary, declaratory and injunctive relief for violation of 15  
U. S.C. §1692 et. Seq. more specifically, Fair Credit Reporting Act, The Fair Debt Collection

1 Practices Act and the Fair and Accurate Credit Transactions Act and related laws as set forth in  
2 15 USC 1681(a)(3)(A) et seq.

3 **II. JURISDICTION AND VENUE**

4 2. Jurisdiction is conferred upon this Court pursuant to 28 U.S.C. §1331, 1337, and 15  
5 U.S.C. §1601 et seq.

6 **III. Venue**

7 3. The activities alleged herein occurred within this district. The defendant's principal  
8 residence is located in Dayton Ohio County of Montgomery.

9 **IV. PARTIES**

10 4. Plaintiff **TODD HARRISON** is a, "Consumer," within the meaning of 15 U.S.C. §1692 a  
11 (3) and is a resident of Dayton, Ohio, herein referred to as the "debtor."

12 5. CBE Group, Inc is both a recognized "Debt Collector," within the meaning of 15 U.S.C.  
13 §1692a (6), and a "Person," as defined by 15 USC § 1681 a(b) and a. "User of consumer  
14 credit information as said in term is used in the FCRA including 15 USC §1681b with  
15 principal address located at 131 Tower Park Dr. suite 100, Waterloo, IA 50701.

16 6. **Financial Recovery Services**, is both a recognized "Debt Collector," within the meaning of  
17 15 U.S.C. §1692a (6), and a "Person," as defined by 15 USC § 1681 a(b) and a. "User of  
18 consumer credit information as said in term is used in the FCRA including 15 USC §1681b  
19 with principal address located at 6300 Shingle Creek Parkway, Minneapolis, MN 55438

20 7. **Arrow Financial Services**, is both a recognized "Debt Collector," within the meaning of 15  
21 U.S.C. §1692a (6), and a "Person," as defined by 15 USC § 1681 a(b) and a. "User of  
22 consumer credit information as said in term is used in the FCRA including 15 USC §1681b  
23 with principal address located at 5996 W. Touchy Ave, Niles Illinois 60714.

24 8. **Bureau of Collection Recovery**, is both a recognized "Debt Collector," within the meaning  
25 of 15 U.S.C. §1692a (6), and a "Person," as defined by 15 USC § 1681 a(b) and a. "User of

1 consumer credit information as said in term is used in the FCRA including 15 USC §1681b  
2 with principal address located at 7575 Corporate Way, Eden Prairie, MN 55344

3 **9. Midland Credit Management Inc.**, is both a recognized “Debt Collector,” within the  
4 meaning of 15 U.S.C. §1692a (6), and a “Person,” as defined by 15 USC § 1681 a(b) and a.  
5 “User of consumer credit information as said in term is used in the FCRA including 15 USC  
6 §1681b with principal address located at 8875 Aero Dr. Ste 2, San Diego, CA 92123.

7 **10. Plaza Associates** is both a recognized “Debt Collector,” within the meaning of 15 U.S.C.  
8 §1692a (6), and a “Person,” as defined by 15 USC § 1681 a(b) and a. “User of consumer  
9 credit information as said in term is used in the FCRA including 15 USC §1681b with  
10 principal address located at 7<sup>th</sup> Ave, Seven Penn Plaza, New York, NY 10001.

11 **11. Trilegiant** is both a recognized “Debt Collector,” within the meaning of 15 U.S.C. §1692a  
12 (6), and a “Person,” as defined by 15 USC § 1681 a(b) and a. “User of consumer credit  
13 information as said in term is used in the FCRA including 15 USC §1681b with principal  
14 address located at 100 Connecticut Ave, Norwalk CT 06850-3541

15 **12. Defendant Equifax, a.k.a. EQUIFAX INFORMATION SERVICES, LLC** is a consumer  
16 reporting agency that compiles and maintains files on consumer on a nationwide basis, as  
17 defined in 15 USC §1681 a(f) and (p). Experian America’s principal office in the Midwest is  
18 located in at **1550 Peachtree St. NE, Atlanta, GA 30309.**

19 **13. Defendant Experian information Solutions, Inc.** is a consumer reporting agency that  
20 compiles and maintains files on consumer on a nationwide basis, as defined in 15 USC §1681  
21 a(f) and (p). Experian’s principal office in the Midwest is located in at **955 American Lane**  
22 **Schaumburg, IL 60173-4998**

23 **14. Defendant TRANSUNION, LLC**, is a consumer reporting agency that compiles and  
24 maintains files on consumer on a nationwide basis, as defined in 15 USC §1681 a(f) and (p).

1 TRANSUNION, LLC America's principal office in the Midwest is located in at **555 W.**  
2 **Adams Street, Chicago, Illinois 60661.**

3 15. Plaintiff is unaware of the identities of the Doe Defendants at the time of filing.

4 16. Defendants are responsible in some manner for damages claimed herein.

5 **V. FACTS**

6 **A. Introduction**

7 17. The Defendants entered into a subscriber agreement which Experian, Equifax, and  
8 Transunition agree to provide consumer reports to CBE Group, Inc, FINANCIAL  
9 RECOVERY SERVICES, ARROW FINANCIAL SERVICES, BUREAU OF  
10 COLLECTION, MIDLAND CREDIT MANGEMENT INC, PLAZA ASSOCIATES,  
11 TRILEGIANIT for certain permissible and lawful purposes as described under the FCRA and  
12 set forth in the agreement.

13 18. On or about 11/07, 8/07, and 6/07, Flanigan & Associates hereinafter referred to as,  
14 "Flanigan," requested, obtained and used Plaintiff's consumer report from Experian, Equifax,  
15 and Transunion (by computer or otherwise) plaintiff's consumer report to the co-defendants.  
16 Flanigan Did not have a lawful purpose for requesting, obtaining and using plaintiff's  
17 consumer report, therefore Flanigan request, acquisition and use of plaintiff's consumer  
18 report was a violation of the FCRA.

19 19. On or about 3/28/08 CBE Group Inc, requested, obtained and used Plaintiff's consumer  
20 report from Experian, Equifax, and Transunion (by computer or otherwise) plaintiff's  
21 consumer report to the co-defendants. CBE Did not have a lawful purpose for requesting,  
22 obtaining and using plaintiff's consumer report, therefore CBE's request, acquisition and use  
23 of plaintiff's consumer report was a violation of the FCRA.

24 20. On or about 2/23/08 Financial Recovery Services, hereinafter referred to as, "Financial,"  
25 requested, obtained and used Plaintiff's consumer report from Experian, Equifax, and

1 Transunion (by computer or otherwise) plaintiff's consumer report to the co-defendants.  
2 Financial Did not have a lawful purpose for requesting, obtaining and using plaintiff's  
3 consumer report, therefore Financial's request, acquisition and use of plaintiff's consumer  
4 report was a violation of the FCRA.

5 21. On our about 12/28/07 9/2008, and 3/2008, Arrow Financial Services, hereinafter referred to  
6 as, "Arrow," requested, obtained and used Plaintiff's consumer report from Experian,  
7 Equifax, and Transunion (by computer or otherwise) plaintiff's consumer report to the co-  
8 defendants. Arrow Did not have a lawful purpose for requesting, obtaining and using  
9 plaintiff's consumer report, therefore Arrow request, acquisition and use of plaintiff's  
10 consumer report was a violation of the FCRA.

11 22. On our about 1/22/07, 1/16/07, Bureau of Collection, hereinafter referred to as, "Bureau,"  
12 requested, obtained and used Plaintiff's consumer report from Experian, Equifax, and  
13 Transunion (by computer or otherwise) plaintiff's consumer report to the co-defendants.  
14 Bureau Did not have a lawful purpose for requesting, obtaining and using plaintiff's  
15 consumer report, therefore Bureau request, acquisition and use of plaintiff's consumer report  
16 was a violation of the FCRA.

17 23. On or about 11/2008, Midland Credit Management Inc. hereinafter referred to as, "Midland,"  
18 requested, obtained and used Plaintiff's consumer report from Experian, Equifax, and  
19 Transunion (by computer or otherwise) plaintiff's consumer report to the co-defendants.  
20 Midland Did not have a lawful purpose for requesting, obtaining and using plaintiff's  
21 consumer report, therefore Midland request, acquisition and use of plaintiff's consumer  
22 report was a violation of the FCRA.

23 24. On or about 11/07 Plaza Associates, hereinafter referred to as, "Plaza," requested, obtained  
24 and used Plaintiff's consumer report from Experian, Equifax, and Transunion (by computer  
25 or otherwise) plaintiff's consumer report to the co-defendants. Plaza Did not have a lawful

1 purpose for requesting, obtaining and using plaintiff's consumer report, therefore Plaza  
2 request, acquisition and use of plaintiff's consumer report was a violation of the FCRA.

3 25. On or about Trilegiant, hereinafter referred to as, "Trilegiant," requested, obtained and used  
4 Plaintiff's consumer report from Experian, Equifax, and Transunion (by computer or  
5 otherwise) plaintiff's consumer report to the co-defendants. Trilegiant Did not have a lawful  
6 purpose for requesting, obtaining and using plaintiff's consumer report, therefore Trilegiant  
7 request, acquisition and use of plaintiff's consumer report was a violation of the FCRA.

8 26. On information and belief, plaintiff alleges that various individuals whose names and  
9 capacities are presently unknown to plaintiff, requested obtained and used plaintiff's  
10 consumer report on or about 3/28/08 while acting within the scope of their business  
11 relationship with the co-defendants. Said individuals did not have a lawful purpose for  
12 requesting, obtaining and using plaintiff's consumer report from the credit repositories,  
13 therefore their request, receipt and use of plaintiff's consumer report was in violation of the  
14 FCRA. Plaintiff will seek leave to amend this complaint to add said individuals as  
15 defendants as soon as their identities have been obtained.

16 **B. INJURIES**

17 27. As a consequence of Defendant's acts as set forth above, the Plaintiff has suffered financial  
18 injury, defamation, physical and emotional distress and physical injury including but not  
19 limited to headaches, stomach aches, sleep loss, violation of his rights pursuant to the Act, a  
20 loss of significant housing opportunity, paying higher interest rates, and loss of the  
21 opportunity to obtain reliable transportation. Including actual damages in the amount to be  
22 determined according to proof.

23 28. In doing the acts for which Plaintiff complains, Defendant acted with oppression, fraud, and  
24 malice and with wanton and conscious disregard of the Plaintiff's rights. Plaintiff is this  
25 entitled to recover punitive damages from Defendant in the amount according to proof.

- 1 29. There exists an actual controversy between the parties regarding defendant's duties under  
2 applicable Consumer Protection Act particularly the application of FACTA. Accordingly  
3 plaintiff is entitled to declaratory relief.  
4 30. Unless enjoined, defendant will continue to engage in unlawful acts and the pattern or  
5 practice of unlawful debt collection that violate consumer privacy will continue.

6 VI CLAIMS

7 A. First Claim

- 8 31. Plaintiff realleges and incorporates by reference Paragraphs 1 through 30 of the complaint  
9 herein.  
10 32. Defendants **CBE Group, Inc, FINANCIAL RECOVERY SERVICES, ARROW**  
11 **FINANCIAL SERVICES, BUREAU OF COLLECTION, MIDLAND CREDIT**  
12 **MANGEMENT INC, PLAZA ASSOCIATES, TRILEGIANT** each of them negligently  
13 violated the FCRA by obtaining a consumer report on the plaintiff without having a  
14 permissible purpose within the meaning of 15 USC §1681b.  
15 33. The Defendants **CBE Group, Inc, FINANCIAL RECOVERY SERVICES, ARROW**  
16 **FINANCIAL SERVICES, BUREAU OF COLLECTION, MIDLAND CREDIT**  
17 **MANGEMENT INC, PLAZA ASSOCIATES, TRILEGIANT** each of them willfully  
18 violated the FCRA by obtaining a consumer report on the plaintiff without having a  
19 permissible purpose within the meaning of 15 USC §1681b.  
20 34. The Defendants, **CBE Group, Inc, FINANCIAL RECOVERY SERVICES, ARROW**  
21 **FINANCIAL SERVICES, BUREAU OF COLLECTION, MIDLAND CREDIT**  
22 **MANGEMENT INC, PLAZA ASSOCIATES, TRILEGIANT** Knowingly and willfully  
23 violated the FCRA by obtaining a consumer report on the plaintiff without having a  
24 permissible purpose within the meaning of 15 USC §1681 (n) and (q).

35. As a result of these violations by the Defendants, **CBE Group, Inc, FINANCIAL RECOVERY SERVICES, ARROW FINANCIAL SERVICES, BUREAU OF COLLECTION, MIDLAND CREDIT MANGEMENT INC, PLAZA ASSOCIATES, TRILEGIANT**, plaintiff suffered actual damages. The damages he suffered included but not limited to denials of credit, increased costs of credit, lost opportunities to obtain credit and lost opportunities to obtain credit at a lower rate, damaged his reputation and emotional distress for which seeks damages in the amount to be determined. Additionally, Plaintiff seeks statutory damages for said defendants willful violation of the FCRA pursuant to 15 USC §1681 n(a)(1)(A) and 416812 n(a)(1)(B).

36. Plaintiff intends and is actively seeking to retain legal counsel. The Plaintiff requests his attorney's fees pursuant to 15 USC§ 1681(n)(c) and 1681n(A)(2).

## B. SECOND CLAIM

37. Plaintiff realleges and incorporates by reference Paragraphs 1 thought 36 of the complaint herein.

38. Defendant Experian, Equifax, and Transunion Negligently and willfully furnished a consumer report on the Plaintiff to Defendants **CBE Group, Inc, FINANCIAL RECOVERY SERVICES, ARROW FINANCIAL SERVICES, BUREAU OF COLLECTION, MIDLAND CREDIT MANGEMENT INC, PLAZA ASSOCIATES, TRILEGIANT** and it's agents and employees whom it should have known did not have a permissible purpose within the scope of 15 USC § 1681 (b) and thus violated the FCRA.

39. As a direct and proximate result of defendant's conduct, plaintiff has suffered damage to my financial well-being including but not limited to , plaintiff suffered actual damages. The damages he suffered included but not limited to denials of credit, increased costs of credit, lost opportunities to obtain credit and lost opportunities to obtain credit at a lower rate, damaged his reputation and emotional distress for which he seeks damages in the amount to

be determined. Additionally, Plaintiff seeks statutory damages for said defendants willful violation of the FCRA pursuant to 15 USC § 1681 n(a)(2) damages according to proof. Additionally, plaintiff seeks punitive damages, 15 USC §1681 n(c) and 1681o(b).

WHEREFORE, plaintiff prays for judgment against the defendant(s) as follows:

**First Claim for Relief** (against CBE Group, Inc, FINANCIAL RECOVERY SERVICES, ARROW FINANCIAL SERVICES, BUREAU OF COLLECTION, MIDLAND CREDIT MANAGEMENT INC, PLAZA ASSOCIATES, TRILEGANT).

1. For an award of compensatory damages according to proof;
  2. For punitive damages according to proof;
  3. For an award up to three times the amount of actual damages to Plaintiff pursuant to Civil Code § 3345
  4. For cost of suit, including reasonable attorney's fees, and
  5. For all such other relief as the Court deem just fit and proper.

## Second Claim for Relief (against, Experian, Equifax, and Transunion)

1. For an award of compensatory damages according to proof;
  2. For punitive damages according to proof;
  3. For an award up to three times the amount of actual damages to Plaintiff pursuant to Civil Code § 3345
  4. For cost of suit, including reasonable attorney's fees, and
  5. For all such other relief as the Court deem just fit and proper.

Dated this the 16th day of December 2008.

**TODD HARRISON**  
  
\_\_\_\_\_  
By TODD HARRISON  
In Pro Se

1  
2                   **VI. JURY DEMAND**  
3

4                   Pursuant to rule 38 of the Federal Rules of Civil Procedures, plaintiff hereby requests a  
5                   jury trial.  
6

7                   Dated this the 16th day of December 2008  
8

9                   **TODD HARRISON**  
10

11                     
12

13                   By TODD HARRISON  
14                   In Pro Se  
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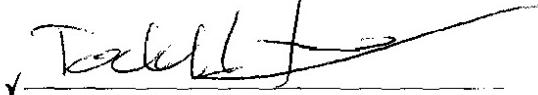
16                   **VERIFICATION**  
17

18                   I have read the foregoing **COMPLAINT FOR DAMAGES** and know its contents. I am a party  
19                   to this action. The matters stated in the foregoing document are true of my own knowledge except as to those  
20                   matters, which I stated, on information and belief, and as to those matters I believe them to be true.  
21

22                   I declare under penalty of perjury under the laws of the State of Ohio that the foregoing is true and  
23                   correct.  
24

25                   Dated this the 12th day of December 2008.  
26

27                   **TODD HARRISON**  
28

29                     
30

31                   By TODD HARRISON  
32                   In Pro Per  
33